

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of

Lightyear Network Solutions, LLC.

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File No.: EB-08-IH-1374

Acct. No.: 201332080020

FRN: 0010045128

**ORDER**

**Adopted: September 23, 2013****Released: September 23, 2013**

By the Acting Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission and Lightyear Network Solutions, LLC (Lightyear). The Consent Decree terminates and resolves an investigation by the Bureau into whether Lightyear violated Sections 251 and 254 of the Communications Act of 1934, as amended,<sup>1</sup> and Sections 1.1157, 52.17, 52.32, 54.706, 54.711, 64.604, and 64.1195 of the Commission's rules (Rules)<sup>2</sup> concerning various regulatory fee and reporting obligations, as well as required contributions to the Universal Service Fund, the Telecommunications Relay Service Fund, and North American Numbering Plan and Local Number Portability administration.

2. A copy of the Consent Decree negotiated by the Bureau and Lightyear, which includes a three-year compliance plan requirement, is attached hereto and incorporated herein by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude the investigation raises no substantial or material questions of fact as to whether Lightyear possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Act,<sup>3</sup> and Sections 0.111 and 0.311 of the Rules,<sup>4</sup> the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

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<sup>1</sup> 47 U.S.C. §§ 251, 254.

<sup>2</sup> 47 C.F.R. §§ 1.1157, 52.17, 52.32, 54.706, 54.711, 64.604, 64.1195.

<sup>3</sup> 47 U.S.C. §§ 154(i), 154(j), 503(b).

<sup>4</sup> 47 C.F.R. §§ 0.111, 0.311.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first-class mail and certified mail, return receipt requested, to Douglas D. Orvis II, Counsel for Lightyear Network Solutions, LLC, Bingham McCutchen, LLP, 2020 K Street, N.W., Washington, D.C. 20006-1806.

FEDERAL COMMUNICATIONS COMMISSION

Robert H. Ratcliffe  
Acting Chief, Enforcement Bureau

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	File No.: EB-08-IH-1374
	)	
Lightyear Network Solutions, LLC	)	Acct. No.: 201332080020
	)	
	)	FRN: 0010045128

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Lightyear Network Solutions, LLC, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Lightyear violated Sections 251 and 254 of the Communications Act of 1934, as amended,<sup>1</sup> and Sections 1.1157, 52.17, 52.32, 54.706, 54.711, 64.604, and 64.1195 of the Commission's rules<sup>2</sup> concerning various regulatory fee and reporting obligations, as well as required contributions to the Universal Service Fund, the Telecommunications Relay Service Fund, and North American Numbering Plan and Local Number Portability administration.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
  - (b) "Adopting Order" means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Assignment" means a transaction that changes the entity holding Lightyear's authority under Section 214.
  - (d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
  - (e) "Commission" and "FCC" means the Federal Communications Commission and all of its bureaus and offices.
  - (f) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Lightyear is subject by virtue of its business activities, including but not limited to the Federal Regulatory Reporting and Contribution Rules.
  - (g) "Compliance Plan" means the compliance obligations, programs, and procedures described in this Consent Decree at paragraph 12.

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<sup>1</sup> 47 U.S.C. §§ 251, 254.

<sup>2</sup> 47 C.F.R. §§ 1.1157, 52.17, 52.32, 54.706, 54.711, 64.604, 64.1195.

- (h) “Covered Employees” means all employees and agents of Lightyear who perform, or supervise, oversee, or manage the performance of, duties that relate to Lightyear’s responsibilities under the Communications Laws, including the Federal Regulatory Reporting and Contribution Rules.
- (i) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (j) “Federal Regulatory Reporting and Contribution Rules” mean Sections 251 and 254 of the Act, and Sections 1.1157, 52.17, 52.32, 54.706, 54.711, 64.604, and 64.1195 of the Rules, and other provisions of the Act, the Rules, and Commission orders governing related federal regulatory reporting and contribution obligations.
- (k) “Investigation” means the investigation initiated by the Bureau in File No. EB-08-IH-1374 regarding possible violations of the Federal Regulatory Reporting and Contribution Rules.
- (l) “LNP” means Local Number Portability.
- (m) “Lightyear” or “Company” means Lightyear Network Solutions, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) “NANP” means the North American Numbering Plan.
- (o) “Operating Procedures” mean the standard, internal operating procedures and compliance policies established by Lightyear to implement the Compliance Plan.
- (p) “Parties” mean Lightyear Network Solutions, LLC and the Bureau, each of which is a “Party.”
- (q) “Rules” mean the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “Section 214” means Section 214 of the Act and other Communications Laws governing the construction, acquisition, operation, or transmission of lines of communication, including any Rules implementing Section 214 and any related Commission orders.
- (s) “Transfer of Control” means a transaction that changes control of Lightyear’s authority under Section 214.
- (t) “TRS” means Telecommunications Relay Services.
- (u) “Substantial Transfer of Control or Assignment” means a “Transfer of Control” or “Assignment” requiring prior Commission approval pursuant to Section 214.
- (v) “USF” means the Universal Service Fund.

## II. BACKGROUND

3. Pursuant to Section 254(d) of the Act and Sections 54.706 and 54.711 of the Rules, telecommunications service providers that provide interstate telecommunications services are required to file annual and quarterly Telecommunications Reporting Worksheets (FCC Form 499-A and FCC Form 499-Q) and contribute to the federal USF.<sup>3</sup> Pursuant to Section 64.604 of the Rules, providers of interstate telecommunications services are required to contribute to the Telecommunications Relay Services Fund.<sup>4</sup> Pursuant to Section 251(e) of the Act and Sections 52.17 and 52.32 of the Rules, telecommunications service providers are required to contribute to the costs of establishing numbering administration and local number portability.<sup>5</sup> Pursuant to Section 1.1157 of the Rules, interstate telecommunications carriers are required to pay regulatory fees.<sup>6</sup>

4. Lightyear is based in Kentucky and provides local and long distance telephone services, interconnected VoIP service, DSL, wireless phone service, and prepaid calling cards services. In July 2008, the Universal Service Administrative Company (USAC) requested that the Bureau investigate Lightyear for potential enforcement action, alleging Lightyear had failed to comply with the Commission's USF contribution and reporting rules.

5. The Bureau issued a Letter of Inquiry (LOI) to Lightyear requesting information about Lightyear's compliance with its regulatory obligations.<sup>7</sup> Specifically, the LOI sought information concerning Lightyear's contributions to the USF, TRS Fund, and cost recovery mechanisms for NANP and LNP administration and all invoiced regulatory fees. Lightyear responded to the LOI,<sup>8</sup> and the Bureau subsequently requested updated and additional information in a second LOI.<sup>9</sup> Lightyear responded to this second LOI and later supplemented its response.<sup>10</sup> The Parties thereafter entered into settlement discussions.

6. As of the Effective Date, Lightyear has paid all invoiced amounts to the USF, TRS Fund, and cost recovery mechanisms for NANP and LNP administration and all invoiced regulatory fees, as discussed above.

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<sup>3</sup> 47 U.S.C. § 254(d); 47 C.F.R. §§ 54.706, 54.711.

<sup>4</sup> 47 U.S.C. § 225(b)(1); 47 C.F.R. § 64.604.

<sup>5</sup> 47 U.S.C. § 251(e); 47 C.F.R. §§ 52.17, 52.32.

<sup>6</sup> 47 U.S.C. § 159(a)(1); 47 C.F.R. § 1.1157.

<sup>7</sup> Letter from Trent B. Harkrader, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, to J. Sherman Henderson III, Chief Executive Officer, Lightyear Network Solutions, Inc. (July 30, 2008) (on file in EB-08-IH-1374).

<sup>8</sup> Letter from Douglas D. Orvis II, Counsel for Lightyear Network Solutions, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission (Sept. 5, 2008) (on file in EB-08-IH-1374).

<sup>9</sup> Letter from Theresa Z. Cavanaugh, Chief, Investigations and Hearings Division, Enforcement Bureau, to Douglas D. Orvis II, Counsel for Lightyear Network Solutions, Inc., Bingham McCutchen LLP (Aug. 29, 2012) (on file in EB-08-IH-1374).

<sup>10</sup> Letter from Douglas D. Orvis II, Counsel for Lightyear Network Solutions, Inc., Bingham McCutchen LLP, to Joy Ragsdale, Attorney, Federal Communications Commission (Oct. 12, 2012) (on file in EB-08-IH-1374).

### III. TERMS OF AGREEMENT

7. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

8. **Jurisdiction.** Lightyear agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

9. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for termination of the Investigation, Lightyear agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Lightyear concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Lightyear with respect to Lightyear's basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Lightyear shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Lightyear complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Federal Regulatory Reporting and Contribution Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Lightyear agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws, and with the terms and conditions of this Consent Decree. With respect to the Federal Regulatory Reporting and Contribution Rules, Lightyear shall implement the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Lightyear shall establish Operating Procedures that all Covered Employees must follow to help ensure Lightyear's compliance with the Federal Regulatory Reporting and Contribution Rules. Lightyear's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Lightyear complies with the Federal Regulatory Reporting and Contribution Rules. Lightyear shall also develop a Compliance Checklist that describes the steps a Covered Employee must

follow to ensure compliance with the Federal Regulatory Reporting and Contribution Rules.

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Federal Regulatory Reporting and Contribution Rules, and set forth the Operating Procedures that Covered Employees shall follow to help ensure Lightyear's compliance with the Federal Regulatory Reporting and Contribution Rules. Lightyear shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Lightyear shall distribute any revisions to the Compliance Manual promptly to Covered Employees.
- (c) **Compliance Training Program.** Lightyear shall establish and implement a Compliance Training Program on compliance with the Federal Regulatory Reporting and Contribution Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Lightyear's obligation to report any noncompliance with the Federal Regulatory Reporting and Contribution Rules under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date. Any person who becomes a Covered Employee at any time after the Initial Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Lightyear shall conduct compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

13. **Reporting Noncompliance.** Lightyear shall report any noncompliance with the Federal Regulatory Reporting and Contribution Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of (i) each instance of noncompliance; (ii) the steps that Lightyear has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Lightyear has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 3-C330, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, William A. Kehoe at William.Kehoe@fcc.gov, and Joy M. Ragsdale at Joy.Ragsdale@fcc.gov.

14. **Compliance Reports.** Lightyear shall file Compliance Reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Lightyear's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Federal Regulatory Reporting and Contribution Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Lightyear, stating that the Compliance Officer has personal knowledge that Lightyear (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations

set forth in paragraph 13 of this Consent Decree.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>11</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Lightyear, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully (i) each instance of noncompliance; (ii) the steps that Lightyear has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Lightyear has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, William A. Kehoe at William.Kehoe@fcc.gov, and Joy M. Ragsdale at Joy.Ragsdale@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the obligations set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act<sup>12</sup> against Lightyear or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Lightyear with the Communications Laws.

17. **Voluntary Contribution.** Lightyear agrees that it will make a voluntary contribution to the United States Treasury in the amount of Four Hundred Seventy-Five Thousand dollars (\$475,000) (Voluntary Contribution). Such Voluntary Contribution shall be made in installments (each an Installment Payment). The first Installment Payment in the amount of Ten Thousand Dollars (\$10,000) is due within thirty (30) calendar days after the Effective Date. Thereafter, an Installment Payment of Ten Thousand Dollars (\$10,000) is due and payable on the first day of each consecutive succeeding month for eleven months. Thereafter, an Installment Payment of Twenty Thousand Dollars (\$20,000) is due and payable on the first day of each consecutive succeeding month for eleven months. The balance of the Voluntary Contribution in the amount of One Hundred and Thirty Five Thousand Dollars (\$135,000) is due and payable on August 1, 2015 (Maturity Date). Lightyear acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>13</sup> Upon an Event of Default (as defined

<sup>11</sup> 47 C.F.R. § 1.16.

<sup>12</sup> 47 U.S.C. § 208.

<sup>13</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).



below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. In addition, Lightyear agrees that it will make the first and all subsequent Installment Payments in United States Dollars without further demand or notice by the dates specified above. Lightyear shall also send electronic notification of payment to Theresa Z. Cavanaugh at [Terry.Cavanaugh@fcc.gov](mailto:Terry.Cavanaugh@fcc.gov), William A. Kehoe at [William.Kehoe@fcc.gov](mailto:William.Kehoe@fcc.gov), and Joy M. Ragsdale at [Joy.Ragsdale@fcc.gov](mailto:Joy.Ragsdale@fcc.gov) on the date said Installment Payments are made.

18. **Substantial Transfer of Control or Assignment.** Lightyear agrees that, notwithstanding paragraph 17 of this Consent Decree, the entire unpaid amount of the Voluntary Contribution shall become due and payable no later than 30 days after Lightyear consummates a Substantial Transfer of Control or Assignment within the meaning of Section 63.24(e)(4) of the Rules.

19. Installment Payments must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>14</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- (a) Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- (b) Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 270000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- (c) Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedure should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

20. **Event of Default.** Lightyear agrees that an Event of Default shall occur upon the failure by Lightyear to pay the full amount of any Installment Payment on or before the due dates specified in this Consent Decree. Lightyear also agrees that an Event of Default shall occur upon the failure by Lightyear to comply with Paragraph 21 of this Consent Decree.

21. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Voluntary Contribution shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event

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<sup>14</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

of Default, the then unpaid amount of the Voluntary Contribution, together with interest, as aforesaid, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Lightyear.

22. **Waivers.** Lightyear waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues the Adopting Order as defined herein. Lightyear shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Lightyear nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Lightyear shall waive any statutory right to a trial *de novo*. Lightyear hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act,<sup>15</sup> relating to the matters addressed in this Consent Decree.

23. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

24. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Lightyear does not expressly consent) that provision will be superseded by such Rule or Commission order.

25. **Successors and Assigns.** Lightyear agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

26. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the Communications Laws.

27. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

28. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

29. **Authorized Representative.** The individual signing this Consent Decree on behalf of Lightyear represents and warrants that he is authorized by Lightyear to execute this Consent Decree and to bind Lightyear to the obligations set forth herein. The FCC signatory represents that he is signing this Consent Decree in his official capacity and that he is authorized to execute this Consent Decree.

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<sup>15</sup> 5 U.S.C. § 504; 47 C.F.R. Part 1, Subpart K.

30. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

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Robert H. Ratcliffe  
Acting Chief  
Enforcement Bureau

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Date

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Stephen Lochmueller  
Chief Executive Officer  
Lightyear Network Solutions, Inc.

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Date